

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ROGER MURRAY and ELISE
MURRAY, Husband and Wife,

Plaintiff

v.

SOUTHERN ROUTE MARITIME,
S.A., a Panamanian corporation, APL
Co. Pte., Ltd, a Republic of Singapore
corporation, APL LTD, a Bermuda
corporation, SYNERGY MARITIME
PVT LTD., an Indian corporation,
and the M/V APL IRELAND, IMO
number 9260914, her gear,
appurtenances, equipment and
furniture, *in rem*.

Defendants.

AT LAW AND IN ADMIRALTY

NO.

COMPLAINT *IN REM* AND *IN*
PERSONAM

COME NOW the plaintiffs and claiming for damages against the
defendants, states:

I. PARTIES

1.1 At all times material hereto, Plaintiffs Roger Murray and Elise Murray
were husband and wife and residents of Seattle, King County, Washington.

1.2 At all times material, defendant Southern Route Maritime, S.A. was a
Panamanian corporation and an owner of the M/V APL IRELAND.

Complaint ~ 1

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1.3 At all times material, defendant APL Co. Pte, Ltd. was the subcharter operator of the M/V APL IRELAND doing business in Seattle, King County, Washington.

1.4 At all times material, defendant APL, LTD was a Bermuda corporation and the charter operator through which APL Co. Pte, Ltd subchartered the M/V APL IRELAND.

1.5 At all times material, defendant Synergy Maritime Pvt, Ltd was an Indian corporation who provided total ship management services for the M/V APL IRELAND, and/or was an owner of the vessel.

1.6 Defendant vessel M/V APL IRELAND, IMO #9260914, of ("the vessel"), of 66,462 gross tons (approx.), of 280 meters in length, built in 2003, is a container ship and is now or during the pendency of this action, will be within this district.

II. VENUE

2.1 The events forming the basis of this action took place at the Port of Seattle, King County, Washington.

2.2 The plaintiffs reside in Seattle, King County, Washington.

2.3 Defendant Southern Route Maritime, S.A. is a Panamanian Corporation.

2.4 Defendant APL Co. Pte., Ltd. is a Singapore corporation.

2.5 Defendant APL LTD is a Bermuda corporation.

2.6 Defendant Synergy Maritime Pvt., Ltd is an Indian corporation.

2.7 Defendant M/V APL IRELAND is now or during the pendency of this action, will be within this district.

2.8 Pursuant to 28 U.S.C. § 1402(b), this court is the appropriate venue for this action.

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III. JURISDICTION

3.1 This is an action under 33 USC § 905(b).

3.2 Jurisdiction is vested in this Court under 28 USC § 1331.

3.3 Jurisdiction is vested in this Court under 28 USC §1333, and this is an admiralty or maritime claim within the meaning of Fed. R. Civ. P. 9(h).

3.4 Plaintiff's damages exceed \$75,000.

3.5 This court has jurisdiction over plaintiffs' claims against defendants pursuant to diversity jurisdiction under 28 U.S.C. §1332.

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IV. FACTS

4.1 On or about January 16, 2010, plaintiff Roger Murray served as a longshoreman for Eagle Marine Services, LTD at the Port of Seattle, King County, Washington where he was delashing the cargo containers of the M/V APL IRELAND.

4.2 At the same time and place, the lashing bar carried by plaintiff made contact with an electrical power source, shocking plaintiff.

4.3 The ship's equipment was defective in that the electrical source was exposed, shocking plaintiff causing the plaintiff to fall and suffer serious injury.

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V. NEGLIGENCE

5.1 Defendant Southern Route Maritime, SA breached its duties of care as the vessel owner owed to Plaintiff Roger Murray as a longshoreman, including, but not limited to the following:

- a. The vessel and equipment were in an unsafe condition. Specifically, the wiring for the electric lights on board was defective so as to cause a hazard from electric shock.
- b. Defendant Southern Route Maritime, SA and its agents knew or should have known of the unsafe condition of the wiring for the electric lights. The condition was subject to discovery from reasonable inspection by the vessel crew.

1 c. Defendant Southern Route Maritime, SA and its agents failed
2 to properly inspect the ship's equipment, specifically the
3 electrical lighting equipment so as to discover the electrical
4 shock hazard.

5 d. Defendant Southern Route Maritime, SA and its agents failed
6 to warn Plaintiff Roger Murray of the electrical shock hazard of
7 the electric lights.

8 5.2 Defendant Southern Route Maritime, SA is liable to Plaintiff Roger
9 Murray under 33 U.S.C. § 905 for his injuries.

10 5.3 Defendant APL Co. Pte., Ltd. breached its duties of care as the vessel
11 operator owed to Plaintiff Roger Murray as a longshoreman, including, but not
12 limited to the following:

13 a. Defendant APL Co. Pte., Ltd. Was specifically responsible
14 under the charter agreement for certain electrical lighting.

15 b. The vessel and equipment were in an unsafe condition.
16 Specifically, the wiring for the electric lights on board was
17 defective so as to cause a hazard from electric shock.

18 c. Defendant APL Co. Pte. Ltd. and its agents knew or should
19 have known of the unsafe condition of the wiring for the
20 electric lights. The condition was subject to discovery from
21 reasonable inspection by the vessel crew.

22 d. Defendant APL Co. Pte. Ltd. and its agents failed to properly
23 inspect the ship's equipment, specifically the electrical lighting
24 equipment so as to discover the electrical shock hazard.

25 e. Defendant APL Co. Pte. Ltd. and its agents failed to warn
26 Plaintiff Roger Murray of the electrical shock hazard of the
27 electric lights.

5.4 Defendant APL Co. Pte., Ltd. is liable to Plaintiff Roger Murray under
33 U.S.C. § 905 for his injuries.

5.5 Defendant APL Ltd. breached its duties of care as the vessel operator
owed to Plaintiff Roger Murray as a longshoreman, including, but not limited to
the following:

a. Defendant APL Ltd. Was specifically responsible under the
charter agreement for certain electrical lighting.

- b. The vessel and equipment were in an unsafe condition. Specifically, the wiring for the electric lights on board was defective so as to cause a hazard from electric shock.
- c. Defendant APL Ltd. and its agents knew or should have known of the unsafe condition of the wiring for the electric lights. The condition was subject to discovery from reasonable inspection by the vessel crew.
- d. Defendant APL Ltd. and its agents failed to properly inspect the ship's equipment, specifically the electrical lighting equipment so as to discover the electrical shock hazard.
- e. Defendant APL Ltd. and its agents failed to warn Plaintiff Roger Murray of the electrical shock hazard of the electric lights.

5.6 Defendant APL Ltd. is liable to Plaintiff Roger Murray under 33 U.S.C. § 905 for his injuries.

5.7 Defendant Synergy Maritime Pvt, Ltd breached its duties of care as the vessel management services provider owed to Plaintiff Roger Murray as a longshoreman, including, but not limited to the following:

- a. The vessel and equipment were in an unsafe condition. Specifically, the wiring for the electric lights on board was defective so as to cause a hazard from electric shock.
- b. Defendant Synergy Maritime Pvt, Ltd and its agents knew or should have known of the unsafe condition of the wiring for the electric lights. The condition was subject to discovery from reasonable inspection by the vessel crew.
- c. Defendant Synergy Maritime Pvt, Ltd and its agents failed to properly inspect the ship's equipment, specifically the electrical lighting equipment so as to discover the electrical shock hazard.
- d. Defendant Synergy Maritime Pvt, Ltd and its agents failed to warn Plaintiff Roger Murray of the electrical shock hazard of the electric lights.

5.8 Defendant Synergy Maritime Pvt, Ltd is liable to Plaintiff Roger Murray under 33 U.S.C. § 905 for his injuries.

5.9 Defendant M/V APL IRELAND and its crew were negligent in that:

- a. The vessel and equipment were in an unsafe condition. Specifically, the wiring for the electric lights on board was defective so as to cause a hazard from electric shock.
- b. The vessel crew and its agents knew or should have known of the unsafe condition of the wiring for the electric lights. The condition was subject to discovery from reasonable inspection by the vessel crew.
- c. The vessel crew and its agents failed to properly inspect the ship's equipment, specifically the electrical lighting equipment so as to discover the electrical shock hazard.
- d. The vessel crew and its agents failed to warn Plaintiff Roger Murray of the electrical shock hazard of the electric lights.

VI. INJURIES

6.1 As a direct and proximate result of the defendants' negligence, plaintiff Roger Murray suffered personal injuries. The full extent of these injuries has not yet been fully determined.

VII. DAMAGES

7.1 As a direct and proximate result of the defendants' negligence, plaintiff Roger Murray has incurred medical expenses and suffered pain, anguish, disability, lost income, loss of earning capacity, and loss of ability to enjoy life. He will continue to suffer such damages into the future.

7.2 As a direct and proximate result of the defendants' negligence, and each of them, plaintiff Elise Murray has suffered damages for loss of care, services, support and consortium.

VIII. PRAYER FOR RELIEF

WHEREFORE, plaintiff prays as follows:

1. That process in due form of law, according to the practice of this court, may issue against the defendant vessel, her engines, tackle, apparel, furniture and equipment, etc., and that all persons claiming

an interest in said defendant vessel be cited to appear and answer the matters aforesaid and that the defendant vessel, her engines, tackle, apparel, furniture and equipment, etc., be condemned and sold to pay the aforesaid demands and claims against defendant vessel, together with plaintiff's costs and disbursements incurred herein, including the Marshal's costs and the costs of sale and prejudgment interest from time of injury, until judgment is entered;

2. That judgment be entered in their favor and against all defendants SOUTHERN ROUTE MARITIME, S.A., a Panamanian corporation, APL Co. Pte., Ltd, a Republic of Singapore corporation, APL LTD, a Bermuda corporation, SYNERGY MARITIME PVT LTD., an Indian corporation, and the M/V APL IRELAND, and each of them, jointly and severally, in the sum of \$5,000,000 or such other sum as shall be proven at trial as follows:

- A. Past medical expenses;
- B. Future medical expenses;
- C. Other general or special damages suffered by the plaintiff in such amount as may be determined at trial herein;
- D. Prejudgment interest at the maximum rate permitted by law from the date of the plaintiff's injury until judgment is entered;
- E. Costs and disbursements incurred herein;
- F. Reasonable attorneys' fees;
- G. For the right to amend the Complaint to conform to the evidence as discovery takes place;

H. Such other and further relief as this Court may deem just and equitable.

DATED this 20th day of October, 2012.

FURY BAILEY, PS

/ C. Steven Fury

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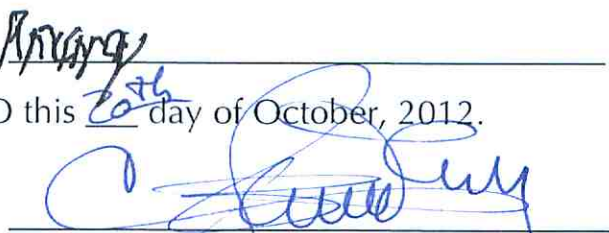
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STATE OF WASHINGTON)
COUNTY OF KING) ss.

Roger Murray, being duly sworn, deposes and says that he is the plaintiff in this action, has read the foregoing Complaint and knows the contents thereof, and believes the same to be true.

SUBSCRIBED AND SWORN TO this 20th day of October, 2012.


NOTARY PUBLIC in and for
the State of Washington,
residing at Seattle WA
My commission expires 6/18/15